

AGREEMENT

By and Between

THE BOROUGH OF CARTERET

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

Re: DISPATCHERS

EFFECTIVE: JANUARY 1, 2006
EXPIRES: DECEMBER 31, 2010

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AGREEMENT

Agreement entered into by and between the Borough of Carteret hereafter referred to as the "Borough" or the "Employer" and Teamsters Local 97 of New Jersey, hereinafter referred to as the "Union" or "Local 97".

The effective date of this Agreement is January 1, 2006 to December 31, 2010.

ARTICLE I UNION RECOGNITION

The Employer recognizes Local 97 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment, for all of its full time bargaining unit Police Dispatchers.

ARTICLE II DUES CHECK-OFF

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable).

B. The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Employer of the Union. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a twenty (20) day period after such certification is received by the Employer.

C. The Union dues deducted from the employee's pay will be transmitted to the Secretary-Treasurer, Teamster Local No. 97, 485 Chestnut Street, P.O. Box 3177, Union, New Jersey 07083 by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom the deductions were made. A copy of this material will be sent to the Local Treasurer.

D. The Union agrees that it will indemnify and save harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

E. The Borough agrees to deduct the fair share fee from the Earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

F. The fair share fee for services rendered by the Union shall be in an amount to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

G. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union, as provided for by law. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation and understanding between the Borough of Carteret and Local 97, and to ensure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Telecommunications Operators, hereinafter Police Dispatchers, shall be considered foremost, and at all times, by both parties to this Agreement.

ARTICLE III **DISPATCHER'S RIGHTS**

- A. Elected representative of Local 97 shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the Local 97 Management Committee, provided that the efficiency of the Department is not affected thereby.
- B. A police dispatcher shall have the right to inspect his/her personnel file, upon reasonable notice and at reasonable time, provided a designated superior officer is present at the time of inspection. The Borough agrees to notify the individual police dispatcher if any material, derogatory to the police dispatcher, is placed in his/her personnel jacket.

C. Duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the dispatchers. These questions may require investigations by superiors. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
- (2) The Employee shall be informed of the nature of the investigation before any interrogation commences.
- (3) Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he/she should also be informed at the initial contact.
- (4) The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities; meals, telephone calls and rest periods, as are reasonably necessary.
- (5) If any verbatim record is made of the interrogation, the employee or his/her representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."
- (6) The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.
- (7) In those cases, and in every stage of the preceding where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he/she so requests, to consult with counsel and/or his/her Local 97 representative(s) before being questioned.

D. No employee shall be discharged, disciplined, reprimanded or deprived of any other employee advantage without just cause.

ARTICLE IV
HOURS OF WORK & OVERTIME

1. WORK DAY

A. UNIFORM DIVISION-The workday shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

2. WORK WEEK

A. UNIFORM DIVISION-The workweek shall consist of four (4) consecutive ten (10) hour workdays on, followed by four (4) consecutive days off.

3. OVERTIME

A. UNIFORM DIVISION-Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten hour work days, or in excess of forty (40) hours per week. The dispatchers shall be compensated at one and one-half (1½) times his/her regular rate of pay.

B. Whenever possible Dispatchers shall be given overtime before it is offered to anyone outside the bargaining unit.

4. CALL-IN-TIME

A. In the event that a dispatcher is called in for duty during his/her time off, the dispatcher shall receive one and one-half (1½) times his/her regular rate of pay for four (4) hours or for all time worked, whichever is greater.

5. HOLIDAY PREMIUM PAY

A. Any employee working a holiday as defined in Article V, Section 1, hereinafter, shall receive, in addition to their regular holiday compensation, the following:

(1) Time and one-half (1½) his/her regular rate of pay for all hours worked, plus an additional day to be taken off at a later date. Said day off shall be designated as a holiday and shall be administered like a vacation day.

(2) Double time and one-half (2½) his/her regular rate of pay for all hours worked, without an additional day off later.

(3) Due to the nature and type of work and scheduling, certain employees must work on holidays as part of his/her regular schedule. As example; anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid his/her regular day's wages. If an employee were called in on that day, he/she would then be paid the overtime rate described in paragraph one (2) and two (2), above.

6. MATRON DUTIES

Any Dispatcher called in for Matron Duty shall receive \$40.00 per call-in.

7. COURT DUTIES

A. All off-duty court appearances, or any appearance in court related procedures, including, but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half (1½) times the dispatchers regular rate of pay for two (2) hours or for all time worked, whichever is greater.

ARTICLE V

SCHOOLING AND SEMINARS

A. All schooling and seminars pertaining to Dispatchers shall be done on a seniority rotation basis. However the Borough reserves the right to assign dispatchers for any additional schooling, and/or training seminars based upon economy, an individual's need for particular training, as well as the overall training needs of the Police Department.

ARTICLE VI

SENIORITY

A. Seniority is defined as total length of unbroken service from the date of last hire.

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedule and selection of vacation. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.

2. In cases of promotions, seniority shall be a factor in designating the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.
- B. An employee shall be deemed a probationary employee following his appointment to a permanent position. Such trial period shall normally be for a duration of one (1) year. After the probationary period, employees shall be classified as permanent employees. An employee may be dismissed without recourse during the probationary period.
 - C. In the event of layoffs and rehiring, the last person in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner. The Borough shall provide fifteen (15) working days' notice of a layoff and ten (10) working days' notice of a bump.
 - D. An employee having broken service with the Employer (as distinguished from an unauthorized leave of absence), shall not accrue seniority credits for the time he was not employed by the Employer.
 - E. If a question arises concerning two (2) or more employees, who are hired on the same date, preference shall be given to the order of appointment within the Borough Resolution.
 - F. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this agreement, and the employer shall furnish copies of same to the Union upon reasonable request.
 - G. At the discretion of the Chief of Police and to the extent permitted by law, Police Dispatchers shall be dovetailed with Police Officers for the purpose of determining Crew Seniority for time off.

ARTICLE VII
SHIFT BID ASSIGNMENT

1. Each October 15th, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be made and given to all affected Police Dispatchers no less than two (2) weeks prior to the commencement date. The Police Dispatchers shall list his/her shift choices, by giving his/her preference to either the 1st, 2nd or 3rd shifts. Assignments shall then be made based upon his/her seniority. These assignments shall then take effect as of January 1st, following the submission date and shall remain in effect until the procedure is repeated the following year.
2. These assignments remain the prerogative of the Chief of Police, which shall be in accordance with controlling statutes. Furthermore, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough of Carteret. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his/her bid shift.

ARTICLE VIII
WAGES & LONGEVITY

DISPATCHERS	<u>1/1/2006</u>	<u>1/1/2007</u>	<u>1/1/2008</u>	<u>1/1/2009</u>	<u>1/1/2010</u>
Step I	\$32,831	\$33,816	\$34,831	\$35,876	\$36,952
Step II	34,080	35,102	36,155	37,240	38,357
Step III	36,123	37,207	38,323	39,473	40,657
Step IV	38,950	40,119	41,323	42,562	43,839
Step V	40,163	41,368	42,609	43,887	45,204

- Employees hired or promoted to a full-time position after January 1, 2006 shall follow the following wage schedule:

Step I	\$31,875
Step II	32,831
Step III	33,816
Step IV	34,830
Step V	35,875

1. LONGEVITY

In addition to the above salaries, for employees hired or promoted fulltime prior to January 1, 2006 a longevity payment shall be paid, as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation, as follows:

5 to 9 years of service:	2%
10 to 14 years of service:	4 %
15 to 19 years of service:	8 %
20 to 24 years of service:	10 %
25 years and thereafter:	12 %

Effective upon execution of this Agreement, employees hired or promoted to full time after 1/1/06 shall receive the following longevity bonus upon competition of:

years 5-9	\$150.00
years 10-15	500.00
years 16-20	750.00
years 21+	1,500.00

ARTICLE IX
UNIFORM ALLOWANCE

- A. Each Dispatcher shall receive an annual uniform allowance of Seven Hundred Fifty Dollars (\$850.00), which shall be payable in accordance with former practice and procedure. Payment shall be made on or before March 1st.
- B. Effective upon execution of this Agreement, employees hired or promoted to full time after 1/1/06 shall receive no additional clothing allowance.

ARTICLE X
HOLIDAYS & VACATIONS

1. HOLIDAYS

All full-time Police Dispatchers covered under the Collective Bargaining Agreement, shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Columbus Day
Independence Day	Christmas Eve
Christmas Day	

2. PERSONAL HOLIDAY

All members of the Police Dispatchers shall be entitled to leave, with pay, for personal, business or other reasons, for three (3) days annually, employees hired after 1/1/06 are entitled to one (1) day annually subject to the following conditions:

- A. There must be seventy-two (72) hour notice before consideration for personal day. Forms for such notice shall be provided by the employer.
- B. It must be approved by the officer in charge.
- C. That no more than one (1) person per shift is to receive a personal day.

3. VACATIONS

- A. All members of the Police Dispatchers shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

1 st year to end of 4 th year	2 weeks
5 th year to end of 9 th year	3 weeks
10 th year to end of 14 th year	4 weeks
15 th year to end of 19 th year	5 weeks

- B. Police Dispatchers hired or promoted to full time after 1/1/06 after completing his/her first year of duty shall receive the following annual vacation leave:

- After 1st year 1 week
- 2nd year- end of 5th year 2 weeks
- 6th year- end of 14th year 3 weeks
- 15th year and thereafter 4 weeks

- C. Vacation days may be taken in the one (1) day increment ten (10) hours with employer's approval.

- D. For Uniform Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.
- E. Full-time employees hired or promoted prior to 1/1/06 shall receive their Birthday off with pay.

ARTICLE XI HEALTH & WELFARE

1. MEDICAL INSURANCE

- A. The Borough shall provide all active full time police dispatchers hired prior to January 1, 2003 with the medical coverage insurance program, including family coverage if applicable, in effect for other borough employees and retirees.
- B. All dispatchers hired after January 1, 2003 shall be responsible to reimburse the Borough a co-payment for medical insurance coverage equal to 10% of that employee's respective annual medical insurance premium which shall be deducted, pro-rata, from the employee's bi-monthly payroll check.
- C. All dispatchers hired after January 1, 2006 shall be responsible to reimburse the Borough a co-payment for medical insurance coverage equal to 15% of that employee's respective annual medical insurance premium which shall be deducted, pro-rata, from the employee's bi-monthly payroll check.

2. DRUG TESTING

The parties agree that the Borough may implement a random drug and alcohol testing program similar to the program in place for Police Officers.

3. LIFE INSURANCE

All members of the Police Dispatchers shall have ten thousand (\$10,000.00) dollars of life insurance coverage, including "Death Benefits", immediately upon being sworn in and assuming the duties of Police Dispatcher.

4. LIFE INSURANCE UPON RETIREMENT

Beginning upon retirement, a member of the Police Dispatchers shall have paid up life insurance coverage of ten thousand (\$10,000.00) dollars.

5. HEALTH INSURANCE UPON RETIREMENT/DISABILITY

The Borough shall provide health and/or insurance benefits of any employee that:

- A. Has retired after 25 years or more of full time service with the Borough.
- B. Has retired from Borough service and reached the age of 62 or older, with at least 15 years of full time service with the Borough.

6. DENTAL INSURANCE

- A. The Borough shall pay ninety percent (90%) of the premiums per employee toward a dental insurance plan for 1989 and thereafter.
- B. Effective upon the execution of this Agreement, (1/1/06) new employees shall pay 50% of their Dental Insurance.

ARTICLE XII

SICK LEAVE

- A. All employees under twenty-five (25) years of service shall be entitled to fifteen (15) days sick leave, with pay, per year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days of sick leave, with pay, per year. Unused sick leave shall be accumulated from one year to the next to the extent allowed by law. A doctor's certificate is required after five (5) days of continuous illness. Employees, who are absent due to illness, shall notify the supervisor as early as possible the day of their illness.
- B. Dispatchers shall have the option to sell back eight days sick leave per year.

ARTICLE XIII

ACCUMULATED SICK LEAVE

- A. Effective January 1, 1994, Borough Employees hired on or before December 31, 1993, shall be entitled to payment of fifty percent (50%) of accumulated unused sick leave upon retirement to a maximum of fifteen thousand (\$15,000.00) dollars. In the event of an employee's death, fifty percent (50%) of his/her accumulated unused sick leave shall be paid to his/her beneficiary.
- B. Effective upon the execution of this Agreement, new employees shall be entitled to payment of fifty (50%) percent of accumulated unused sick leave upon retirement to a maximum of ten thousand (\$10,000.00) dollars.

ARTICLE XIV

BREAKS AND LUNCH TIME

Dispatchers shall be entitled to two fifteen minute breaks and a half hour lunch during the course of a workday. In the event that Dispatchers are unable to take their breaks or lunch break, they will not be entitled to any extra pay.

ARTICLE XV

LEGAL AID

- 1. Whenever a full-time, Local 97 Police Dispatcher is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his/her official duties, the Mayor and Council shall provide said member with legal counsel reasonably selected by the Borough Attorney for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough.
- 2. In any such disciplinary or criminal proceeding instituted by or on complaint of the Borough of Carteret shall be dismissed or finally determined in favor of the member, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE XVI
LOCAL 97's RIGHTS

1. **FACILITIES**

Local 97 can use the Municipal Courtroom for its Union Meetings, based upon availability of said courtroom Local 97 shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings. Local 97 shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being borne by Local 97. Furthermore, Local 97 shall be provided space on the bulletin board in the Police Department employee's lounge, and based upon the availability of space, on the bulletin board located in Borough Hall.

2. **EXCUSIVITY**

The rights and privileges of Local 97 and its representatives, granted under this Article, shall be granted only to Local 97 as the exclusive representative of all employees covered by this Agreement.

ARTICLE XVII
BEREAVEMENT LEAVE

1. In case of death in the immediate family of any employee, four (4) days leave of absence, with pay, shall be granted time off to arrange or attend funeral services.
2. Leave of absence shall mean four (4) continuous days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
3. These four (4) days not be charged to sick leave benefit of any employee.
4. One day shall be granted, with pay, in case of death of any other relative to arrange or attend funeral services.
5. For Uniform Division only, a bereavement day shall be a ten (10) hour day.

ARTICLE XVIII

GRIEVANCES

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his department supervisor staff.
3. All "grievances" as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition:

1. The term "grievances" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall discuss his grievances with the Union Steward and his/her immediate Supervisor within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Supervisor. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Supervisor shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Chief of Police and one (1) copy to the Supervisor within five (5) working days following the determination by the Supervisor.
2. The Chief of Police and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Chief of Police, a meeting shall be held between the Grievance Committee of the Union and the representatives of the Borough with the objective of settling the grievance after the parties have failed to do so in Step Two.
2. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

1. If a grievance is not settled by Step Three, such grievance shall, at the request of the Union or Borough, be referred to PERC for the selection of an Arbitrator according to its rules.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

3. The costs of the services and expenses of the Arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The Arbitrator shall set forth his findings and facts and reasons for making the award within thirty (30) calendar days after conclusions of the arbitration hearing, unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.

ARTICLE XIX

MUNICIPAL ORDINANCES

The provisions of municipal ordinances, which affect the terms and conditions of employment for members of the Police Dispatchers, shall be maintained during the term of the Agreement.

ARTICLE XX

DEPARTMENT OF PERSONNEL

The parties, hereto, stipulate and agree that all members of the Police Dispatchers of the Borough shall be governed by title 4A of the Revised Statutes of New Jersey and Rules and Regulations of the Department of Personnel.

ARTICLE XXI

NO MODIFICATION, EXCEPT IN WRITING

The parties hereby agree that there shall be no valid modification, executed by the Borough Council, Mayor or Employer's designee, and the President and Secretary of Local 97, subject to the ratification of Local 97 members, for the employees, and by the Borough Council, for the Employer.

ARTICLE XXII

SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement or rider, hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of the Agreement shall not be affected thereby.

ARTICLE XXIII

TERMINATION AND EXTENSION OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2006 through December 31, 2010.
2. In the absence of written notice, no more than sixty (60) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

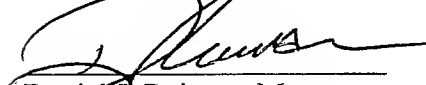
ARTICLE XXIV

TERM OF AGREEMENT

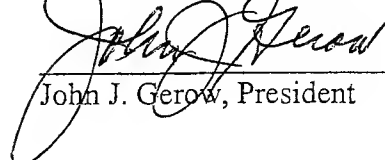
It is further mutually agreed between the parties, hereto, that the aforesaid Articles contained in this Agreement, shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January 2006 and shall continue in effect for five (5) years, or until a further agreement shall be made.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the
16th day of November, 2007.


BOROUGH OF CARTERET


Daniel J. Reiman, Mayor

TEAMSTERS LOCAL 97


John J. Gerow, President


Kathleen M. Barney, Municipal Clerk


Patrick Guashino, Director
Public Employee Sector